

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

POM OF PENNSYLVANIA, LLC, t/d/b/a  
PACE-O-MATIC, and SAVVY DOG  
SYSTEMS, LLC,

CIVIL ACTION NO. 2:18-CV-00722-PLD

CONSOLIDATED with 2:18-CV-00941

Plaintiffs/Counterclaim  
Defendants,

v.

PENNSYLVANIA SKILL GAMES, LLC,

Defendant/Counterclaim  
Plaintiff.

**VERDICT FORM**

*Please follow all directions on this form. Begin with Question #1 and mark answers with an "X" on the corresponding line.*

**TRADEMARK CLAIMS**

**Word Trademark**

1. Has any party established by a preponderance of the evidence that the PENNSYLVANIA SKILL "word" trademark is valid and has acquired a secondary meaning in the marketplace through their efforts?

Yes: X No: \_\_\_\_\_

*If you answered "Yes" to Question 1, please proceed to Question 2.*

*If you answered "No" to Question 1, please proceed to Question 9.*

2. Who has established by a preponderance of the evidence that the PENNSYLVANIA SKILL "word" trademark is valid and has acquired a secondary meaning in the marketplace through their efforts?

POM of Pennsylvania, LLC and Savvy Dog Systems, LLC: X

OR

Pennsylvania Skill Games, LLC: \_\_\_\_\_

*If you answered "POM of Pennsylvania LLC and Savvy Dog Systems, LLC" to Question 2, please proceed to Question 3.*

*If you answered "Pennsylvania Skill Games, LLC" to Question 2 please proceed to Question 5.*

3. Have POM of Pennsylvania, LLC and Savvy Dog Systems, LLC established by a preponderance of the evidence that Pennsylvania Skill Games, LLC infringed the PENNSYLVANIA SKILL "word" trademark under federal law (Lanham Act), the Pennsylvania Trademark Act and Pennsylvania common law?

Yes: X No: \_\_\_\_\_

*If you answered "Yes" to Question 3, please proceed to Question 4.*

*If you answered "No," to Question 3, please proceed to Question 9.*

4. Have POM of Pennsylvania, LLC and Savvy Dog Systems, LLC established by a preponderance of the evidence that the Pennsylvania Skill Games, LLC willfully infringed on the PENNSYLVANIA SKILL "word" trademark?

Yes: X No: \_\_\_\_\_

*Please proceed to Question 9.*

5. Has Pennsylvania Skill Games, LLC established by a preponderance of the evidence that POM of Pennsylvania, LLC, Savvy Dog Systems, LLC, Pace-O-Matic, Inc., or Miele Manufacturing, Inc. infringed the PENNSYLVANIA SKILL "word" trademark under federal law (Lanham Act) and Pennsylvania common law?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

*If you answered "Yes" to Question 5, please proceed to Question 6.*

*If you answered "No" to Question 5, please proceed to Question 9.*

6. Which party or parties have infringed on the PENNSYLVANIA SKILL "word" trademark?

Pace-O-Matic, Inc. \_\_\_\_\_  
POM of Pennsylvania, LLC \_\_\_\_\_  
Savvy Dog Systems, LLC \_\_\_\_\_  
Miele Manufacturing, Inc. \_\_\_\_\_

*Please proceed to Question 7.*

7. With respect to any party or parties who you found in Question 6 to have infringed on the PENNSYLVANIA SKILL “word” trademark, has Pennsylvania Skill Games, LLC met its burden by a preponderance of the evidence that any party or parties willfully infringed on the PENNSYLVANIA SKILL “word” trademark?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

*If you answered “Yes” to Question 7, please proceed to Question 8.*

*If you answered “No” to Question 7, please proceed to Question 9.*

8. Which party or parties willfully infringed on the PENNSYLVANIA SKILL “word” trademark?

Pace-O-Matic, Inc. \_\_\_\_\_  
POM of Pennsylvania, LLC \_\_\_\_\_  
Savvy Dog Systems, LLC \_\_\_\_\_  
Miele Manufacturing, Inc. \_\_\_\_\_

*Please proceed to Question 9.*

### **Design Trademark**

9. Has any party established by a preponderance of the evidence that the PENNSYLVANIA SKILL “design” trademark is valid and is either inherently distinctive or has acquired a secondary meaning in the marketplace through their efforts?:

Yes: X No: \_\_\_\_\_

*If you answered “Yes” to Question 9, please proceed to Question 10.*

*If you answered “No” to Question 9, please proceed to Question 17.*

10. Who has established by a preponderance of the evidence that the PENNSYLVANIA SKILL “design” trademark is valid and is either inherently distinctive or has acquired a secondary meaning in the marketplace through their efforts?

POM of Pennsylvania, LLC and Savvy Dog Systems, LLC: X

OR

Pennsylvania Skill Games, LLC: \_\_\_\_\_

*If you answered "POM of Pennsylvania, LLC and Savvy Dog Systems, LLC" to Question 10, please proceed to Question 11.*

*If you answered "Pennsylvania Skill Games, LLC" to Question 10, please proceed to Question 13.*

11. Have POM of Pennsylvania, LLC and Savvy Dog Systems, LLC established by a preponderance of the evidence that Pennsylvania Skill Games, LLC infringed the PENNSYLVANIA SKILL "design" trademark under federal law (Lanham Act), the Pennsylvania Trademark Act and Pennsylvania common law?

Yes: X No: \_\_\_\_\_

*If you answered "Yes" to Question 11, please proceed to Question 12.*

*If you answered "No" to Question 11, please proceed to Question 17.*

12. Have POM of Pennsylvania, LLC and Savvy Dog Systems, LLC established by a preponderance of the evidence that the Pennsylvania Skill Games, LLC willfully infringed on the PENNSYLVANIA SKILL "design" trademark?

Yes: X No: \_\_\_\_\_

*Please proceed to Question 17.*

13. Has Pennsylvania Skill Games, LLC established by a preponderance of the evidence that Pace-O-Matic, Inc, POM of Pennsylvania, LLC, Savvy Dog Systems, LLC or Miele Manufacturing, Inc. infringed on the PENNSYLVANIA SKILL "design" trademark under federal law (Lanham Act) and Pennsylvania common law?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

*If you answered "Yes" to Question 13, please proceed to Question 14.*

*If you answered "No" to Question 13, please proceed to Question 17.*

14. Which party or parties have infringed on the PENNSYLVANIA SKILL "design" trademark?

Pace-O-Matic, Inc. \_\_\_\_\_  
POM of Pennsylvania, LLC \_\_\_\_\_  
Savvy Dog Systems, LLC \_\_\_\_\_  
Miele Manufacturing, Inc. \_\_\_\_\_

*Please proceed to Question 15.*

15. With respect to any party or parties who you found in Question 14 to have infringed on the PENNSYLVANIA SKILL “design” trademark, has Pennsylvania Skill Games, LLC met its burden by a preponderance of the evidence that any party or parties willfully infringed on the PENNSYLVANIA SKILL “design” trademark?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

*If you answered “Yes” to Question 15, please proceed to Question 16.*

*If you answered “No” to Question 15, please proceed to Question 17.*

16. Which party or parties willfully infringed on the PENNSYLVANIA SKILL “design” trademark?

Pace-O-Matic, Inc. \_\_\_\_\_  
POM of Pennsylvania, LLC \_\_\_\_\_  
Savvy Dog Systems, LLC \_\_\_\_\_  
Miele Manufacturing, Inc. \_\_\_\_\_

*Please proceed to Question 17.*

### **UNFAIR COMPETITION CLAIM**

17. Has Pennsylvania Skill Games, LLC established by a preponderance of the evidence that POM of Pennsylvania, LLC, Savvy Dog Systems, LLC, Pace-O-Matic, Inc., or Miele Manufacturing, Inc. engaged in unfair competition?:

Yes: \_\_\_\_\_ No: X \_\_\_\_\_

*If you answered “Yes” to Question 17, please proceed to Question 18.*

*If you answered “No” to Question 17, please proceed to question 19.*

18. Which party or parties engaged in unfair competition?

Pace-O-Matic, Inc. \_\_\_\_\_  
POM of Pennsylvania, LLC \_\_\_\_\_  
Savvy Dog Systems, LLC \_\_\_\_\_  
Miele Manufacturing, Inc. \_\_\_\_\_

*Please proceed to Question 19.*

**FALSE ADVERTISING CLAIM**

19. Has Pennsylvania Skill Games, LLC established by a preponderance of the evidence that POM of Pennsylvania, LLC, Savvy Dog Systems, LLC, Pace-O-Matic, Inc., or Miele Manufacturing, Inc. engaged in false advertising?:

Yes: \_\_\_\_\_ No: X

*If you answered "Yes" to Question 19, please proceed to Question 20.*

*If you answered "No" to Question 19, please proceed to question 21.*

20. Which party or parties engaged in false advertising?

Pace-O-Matic, Inc. \_\_\_\_\_  
POM of Pennsylvania, LLC \_\_\_\_\_  
Savvy Dog Systems, LLC \_\_\_\_\_  
Miele Manufacturing, Inc. \_\_\_\_\_

*Please proceed to Question 21.*

**CONTRACT CLAIMS**

21. Is the Equipment Purchase Agreement still in effect today?

Yes X No: \_\_\_\_\_

*If you answered "Yes" to Question 21, please proceed to Question 23.*

*If you answered "No" to Question 21, please proceed to Question 22.*

22. When did the Equipment Purchase Agreement end?

Date: \_\_\_\_\_

*Please proceed to Question 23.*

23. Has Pennsylvania Skill Games, LLC established by a preponderance of the evidence that Pace-O-Matic, Inc., Miele Manufacturing, Inc. or POM of Pennsylvania, LLC breached the Equipment Purchase Agreement?:

Yes: \_\_\_\_\_ No: X

*If you answered "Yes" to Question 23, please proceed to Question 24.*

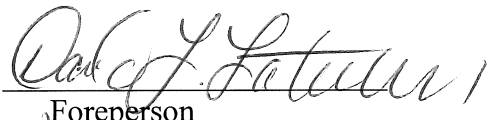
*If you answered "No" to Question 23, your deliberations are now complete.  
Please refer to the instructions after Question 24.*

24. Which party or parties breached the Equipment Purchase Agreement?


Pace-O-Matic, Inc. \_\_\_\_\_  
Miele Manufacturing, Inc. \_\_\_\_\_  
POM of Pennsylvania, LLC \_\_\_\_\_

**Your deliberations on the first phase of the trial are now complete. All jurors should sign the verdict form in the spaces below and notify the Clerk that you have reached a verdict. The Foreperson should retain possession of the verdict form and bring it to the courtroom with the jury.**

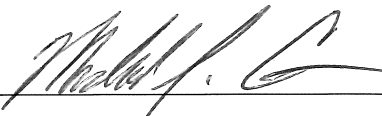
Dated: 2/24/23

  
Foreperson

Kathleen Mucci







Greg Peters

Bayley Cunningham

Century Moore